

**OneCommunity
Amendment 1 to
Master Service Agreement**

This Amendment to the Master Service Agreement (the "Amendment"), is between OneCommunity ("Service Provider") having an office at 800 West St. Clair Ave, 2nd Floor, Cleveland, Ohio 44113, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Services Agreement between the Parties dated 2/16/2012.

Section 1. Recitals

- 1.1. **WHEREAS**, the Parties entered into that certain Master Service Agreement (the "Agreement") dated February 16, 2012.
- 1.2. **NOW THEREFORE**, the Parties intend to make certain changes to the Agreement as described in Section 2 and Section 3 of this Amendment.

Section 2. Declaration Regarding Terrorist Organization. The Agreement is amended by deleting Section 3 ("Standard Clauses"), Subsection 3.14 "Declaration Regarding Terrorist Organization ("DMA") in its entirety.

Section 3. Agreement – Renewal. In accordance with (Section 6.1)"Agreement – Renewal"), the State renews the Agreement in the next biennium, effective July 1, 2013 through June 30, 2015.

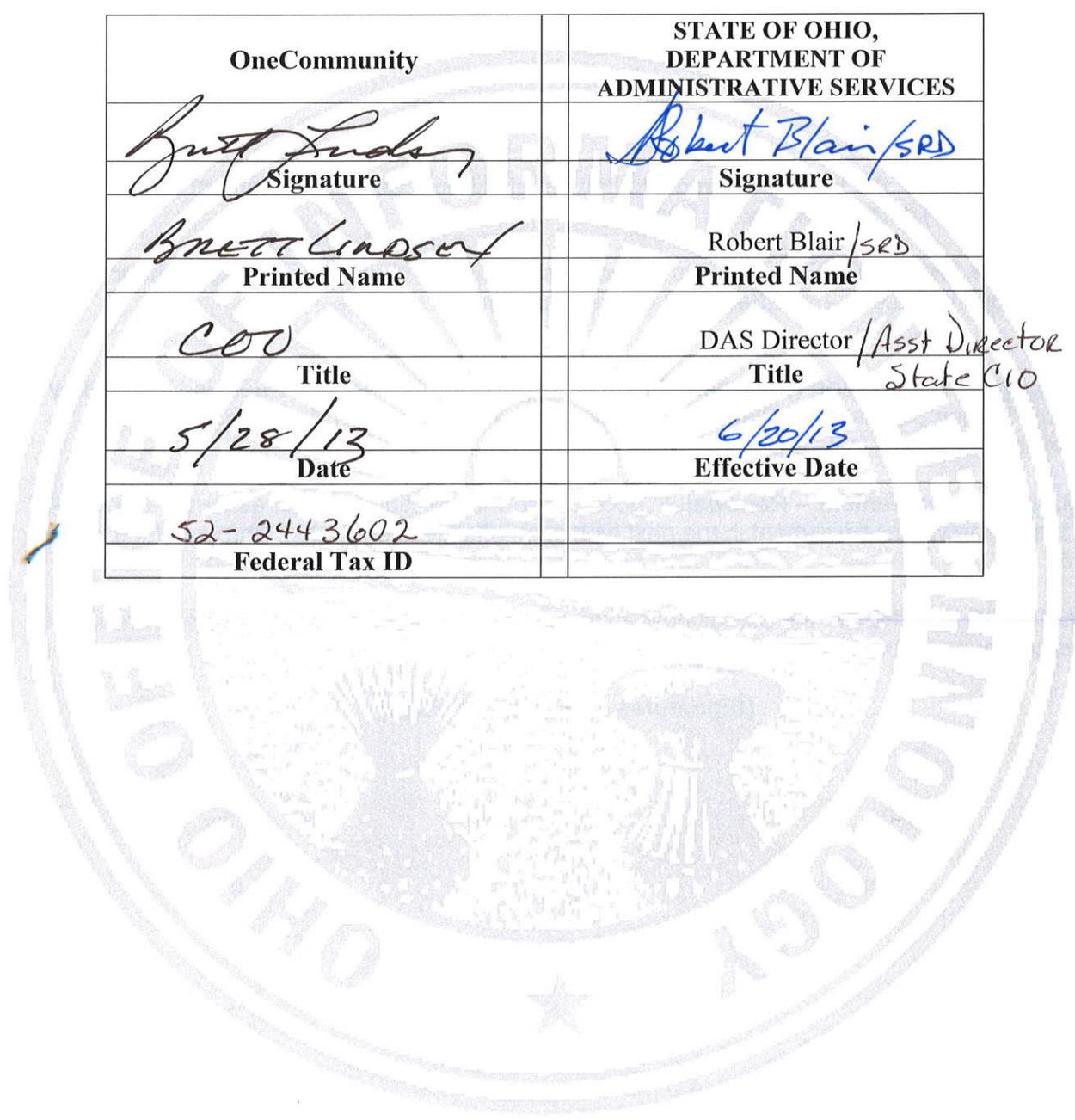
IN WITNESS WHEREOF, the parties have executed this Amendment which shall be effective on the date signed by the State.

[Signatures on Following Page]

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In Witness Whereof, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

| | |
|--------------------------------------|---|
| OneCommunity | STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES |
| <i>Brett Lindsay</i> Signature | <i>Robert Blair /SRD</i> Signature |
| <i>BRETT LINDSAY</i> Printed Name | Robert Blair /SRD Printed Name |
| <i>COO</i> Title | DAS Director / Asst Director Title State CIO |
| <i>5/28/13</i> Date | <i>6/20/13</i> Effective Date |
| <i>52-2443602</i> Federal Tax ID | |



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- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

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JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

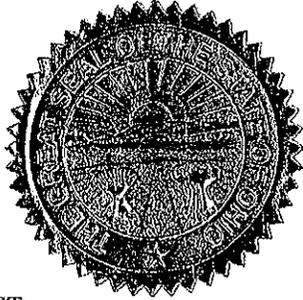
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

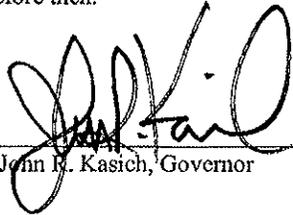
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

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I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

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EXHIBIT C

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

(See next page)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

12370 CORPORATE DR.
(Address)

PARMA, OH 44130
(City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

N/A
(Name)

(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Service Provider or its subcontractors before, during and after execution of any Contract with the State. Service Provider agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Service Provider may enter into with the State and is incorporated therein.

By:

Brett Lindsey
Service Provider's Signature

BRETT LINDSEY
Printed Name

COO

Title

5/28/13

Date

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Service Provider shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

800 W. ST. CLAIR AVE, 2ND FLR CLEVELAND, OH 44113
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

N/A (Name) (Address, City, State, Zip)

N/A (Name) (Address, City, State, Zip)

2. Location where services will be performed by Service Provider:

1375 EUCLID AVE, 2ND FLR CLEVELAND, OH 44115
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

N/A (Name) (Address, City, State, Zip)

N/A (Name) (Address, City, State, Zip)